

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, 3RD Floor
Little Rock, Arkansas 72201-4222

STATE CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

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BUYER: Julia Shackelford @501-371-6079
Lee Costley @ 501-324-9318

CONTRACT/BID NO.: SP-06-0367

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DESCRIPTION: TIRES
CONTRACT PERIOD: AUGUST 1, 2006 THROUGH JULY 31, 2007

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COMMODITY CLASS(ES): 86300
PURCHASE REQUEST NO: AS SPECIFIED ON AGENCY PURCHASE ORDER
AGENCY CONTACT/PHONE: VARIOUS
DELIVERY REQUIREMENTS: AS SPECIFIED WITHIN

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PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE AND DELIVER:
AS SPECIFIED ON ALL STATE AGENCY AND
COOPERATIVE PROCUREMENT PROGRAM PARTICIPANTS

CONTRACT AWARD TO: SEE PAGE 2

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: _____

Joseph A. Didelis

DATE: _____

8-1-06

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Bridgestone/Firestone North American Tire LLC

Attn: Linda Alberstadt

535 Marriott Drive

Nashville TN 37214

Phone: 615-937-3693

Toll Free: 800-543-7522, ext 3693

Fax: 615-493-0152

Group(s): B, F

alberstadtli@bfusa.com

www.bfntgovtires.com

www.firestonetire.com

www.trucktires.com

AASIS Vendor #100104785

The Goodyear Tire & Rubber Company

Attn: Jeanne Oberdier

1144 East Market Street - D/709

Akron, OH 44316

Phone: 330-796-4352

Toll Free: 888-453-0021 (2, 2)

Fax: 330-796-3404

Group(s): A, D, E, G

jeanne.oberdier@goodyear.com

www.goodyear.com/gov

AASIS Vendor #100117109

Tire Centers LLC

Attn: Kenneth W. Scott

1805 E. Roosevelt Road

Little Rock, AR 72206

Phone: 501-372-0484

Fax: 501-374-2909

Group(s): A, B, D, E

kenneth.scott@tirecenters.com

www.tirecenters.com

AASIS Vendor #100001231

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SPECIAL TERMS AND CONDITIONS

1. **DISTRIBUTION:**

a. Vendor must have a sufficient number of dealer/distribution (agent) locations within each of the state zone areas, on which the bid is based (see attached Arkansas State Zone list), to effectively service prospective customers, a minimum of 2 different towns in each zone. In addition, the successful bidder(s) must maintain a warehouse centrally located, which shall stock all popular size tires included in this Invitation for Bid (IFB).

b. Dealer/Distributor Listing - All bids should contain a list of dealer/distributor (agent) locations by name, address, and telephone number categorized according to zone(s). Failure to submit a dealer/distributor listing for all zones could result in vendors' disqualification for this Invitation for Bid (IFB).

c. Certification - A bid accompanied by a dealer/distributor list should be construed as that vendor's certification of assuming ultimate responsibility that each zone agent will fulfill all requirements of any resulting contract award. If the contractor (independent dealer) is not in complete control of the dealer/distributors, the bid must contain a signed statement from such dealer indicating his agreement to stock tires, service the contract and handle adjustments on behalf of the contractor. See attached form. If a problem occurs, the user shall notify the appropriate vendor(s) designated contact who will initiate prompt action in order to rectify the problem.

d. Contact - Vendor must list the name of a contact person, and a toll free or collect call telephone number, which may be notified should a problem arise that can not be handled on the dealer/distributor (agent) level.

Contact Name & Phone Number: SEE PAGE 2

e. Dealer/Distributor Definition - Any store, warehouse, or other type of business acting as an agent and certified by the successful contractor to have the ability to fulfill the requirements necessitated by any resulting contract award.

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2. WARRANTY: Bidder must submit a copy of all warranty terms and conditions covering tires being offered within this IFB. Failure or refusal on the part of the successful bidder(s) to make fair and reasonable adjustment(s) on defective merchandise within a reasonable length of time will be sufficient grounds for contract cancellation. Original shipment costs and returns for adjustment will be paid by user(s), when applicable. Shipment costs due to replacement, wrongful shipment, etc. will be borne by vendor.
3. PRICES: Prices stated within the IFB shall remain firm for the entire period of any resulting contract award.
4. REPORTS: Vendor must provide an accurate quarterly report showing size and number of tires purchased by each State agency, county, city, school district and/or municipality for each of the five (5) zones. This report shall be sent to the Office of State Procurement within ten (10) days following the end of each quarter.
5. QUALITY: All tires purchased from any contract award resulting from this IFB shall have been manufactured within the preceding six (6) months prior to delivery.
6. BASIS FOR AWARD:
 - a. Bids will be considered only from manufacturers or dealers presently in business and who have been engaged in the production and/or sales of tires as their principle occupation for a period of at least two (2) years. Bid will be a percentage discount off latest published government price list, with all individual item prices reflecting the same discount offered for that section's items in the catalog. The catalog page number should be given for each item. Any price listed on price sheets that varies from the discount percentage bid will be adjusted to match that percentage.
 - b. Only brand new, first quality (Class A) tires of the latest tread design equal to or better than original equipment will be considered for award. Bidding vendor shall furnish upon request documentation to validate tires offered are equal to or better than original equipment. Re-tread, discontinued or obsolete tires are not acceptable within this bid and will be grounds for non-award or cancellation of contract and repayment for any deliveries, when discovered.
 - c. Bid will be a multiple award by group, with two different vendors awarded in each group. Vendor must bid all tires in a group in order to be eligible for award of that group.

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7. PURCHASE ORDERS AND INVOICES:

a. Each user shall prepare and forward a purchase order to the nearest dealer/distributor listed on the award that handles the desired item(s). The purchase order upon receipt by the dealer/distributor shall act as authorization for shipment.

b. Invoice shall cover all portions of the purchase (i.e., tire(s), balancing, valve stems) when forwarded to the purchasing entity. Upon receipt of the invoice, payment will be made, but only to the successful contractor at the address designated within the award.

8. DELIVERY: A purchase order for one (1) to four (4) tires, of the same size, must be filled (delivered) within forty-eight (48) hours after receipt of order. Exception: Off the Road and Agriculture (tractor) tires, a purchase order for one (1) to four (4) tires, of the same size, must be filled (delivered) within seven (7) days after receipt of order. A purchase order for five (5) to sixteen (16) tires, of the same size, must be filled (delivered) within ten (10) calendar days after receipt of order. Seventeen (17) or more tires, of the same size, will be delivered within thirty (30) calendar days, after receipt of order. The minimum order required to be shipped F.O.B. destination will be \$100.00 (net cost). On orders of less than \$100.00, the vendor may ship prepaid and add freight charges to the invoice. In instances where the vendor makes partial shipment of orders for more than \$100.00, shipments shall be made F.O.B. destination with no transportation charges added. At time of pickup or delivery vendor must accept with no additional charge at purchaser's discretion, a one for one exchange of old tire(s) (for disposal) for new tire(s).

9. EMERGENCY REQUIREMENTS: In case of an emergency, the State reserves the right to purchase tires, tubes, related parts and services from the nearest vendor if an agent of the successful contractor is not immediately available. Also, in the event that a situation occurs, beyond the successful contractors' control, that prevents orders from being fulfilled, the State will obtain the needed commodities independently of this contract for the duration of such period. Evidence of inability to deliver must be furnished and accepted by the Office of State Procurement.

10. BALANCING AND INSTALLATION: Balancing may be done at purchaser's discretion. The successful contractor or agent will mount new passenger or light truck tire(s) (plus dispose of replaced old tire(s) without additional charge) on automobile(s) and truck(s) with sixteen (16) inch rims or smaller (split rim installation is not authorized), free of charge if the vehicle is made available at successful contractor or agent location.

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11. BID PROCEDURES:

a. This award is divided into seven (7) groups. Groups are as follows:

GROUP A: Passenger: Tubeless, Radial, Steel-Belted, Conventional, and/or all-season tread. Load Range B

GROUP B: Light Truck Radial and Bias, all-season Traction (tubeless or with tubes).

GROUP C: Medium Commercial, Bias. Truck and Bus.

GROUP D: Medium Commercial, Bias. Truck and Bus.

GROUP E: Off-The-Road, Bias and Radial

GROUP F: Tractor, Front and Rear, including Implement

GROUP G: Police Pursuit, Radial, with conventional tread and/or all-season tread.

NOTE: Tires requested in GROUP G must meet or exceed the current Department of Transportation V-1 Specification(s) for Radial Belt Tires and/or MVSS-109-110 relating to certifiable tires operating at speeds in excess of one hundred and thirty (130) miles per hour.

b. This award is for the purpose of obtaining lately manufactured new tires and does not include trade-in(s), recapped/reconditioned or used tires.

12. SELLING TO COOPERATIVE PROCUREMENT PROGRAM PARTICIPANTS:

Arkansas Procurement Law provides that local public procurement units (counties, municipalities, school districts, certain not-for-profit corporations, etc.) may participate in state purchasing contracts. The contractor(s) therefore agree(s) to sell to Cooperative Purchasing Program Participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within this Invitation for Bid must be equally applied to such participants.

13. ESTIMATED QUANTITIES: Estimated quantities listed within the contract are based upon actual usages from October 2004 through July 2006 as reported by the previous year's successful contractors. These quantities are for information purposes only, and shall not be construed as a guaranteed purchase by the state or the cooperative purchasing program participants.

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14. REQUIRED DOCUMENTATION: Bids may not be considered unless accompanied by the following:
- a. Copy of manufacturer's warranty.
 - b. One hard copy of manufacturer's latest published government price list and descriptive catalog of the tires being offered.
15. NET PRICE LIST: Successful contractor will be required to supply the Office of State Procurement, within ten (10) days after notification of intent to award, a copy of the net price list covering all groups of tires offered within the bid either in an e-mail suitable for placing on the web, on disk or a web site available to all users.
16. BIAS BELTED PASSENGER TIRES AND INDUSTRIAL TIRES: Bias belted passenger car and those classified as industrial tires are not part of this contract. Requirements for bias belted and industrial tires can be fulfilled by following those procedures defined within the latest edition of The Arkansas Procurement Law and Regulations, as amended.
17. ARKANSAS CODE ANNOTATED OF 1987 AT SECTION 8-9-404, WASTE TIRE FEES: In conjunction with this Law, tire retailers must collect a fee of two dollars (\$2) for each new motor vehicle tire (tractor tires are excluded from this tax; exceptions to truck tires see below) sold as a result of this award. No tax can be charged on this fee. Light truck tires are an additional (\$3) three dollars.
- The following districts have imposed an additional fee to properly remove and dispose of truck tires (tires with a rim size greater than 19.5"):
- Pulaski County Solid Waste Management District - \$2.25 per tire (in addition to \$2.00 fee) for a total of \$4.25 per truck tire.
- Four County Solid Waste Management District - \$1.57 per tire (in addition to \$2.00 fee) for a total of \$3.57 per truck tire (Benton, Carroll, Washington and Madison counties).
18. MINIMUM COST FOR REQUIRED CONTRACT USAGE: The dollar limit for exemption from the tire contract has been raised to \$500. This allows maximum flexibility. Emergency approval of OSP is not required. State agencies will not use this exemption to avoid the mandatory statewide contract.
19. PERCENTAGE DISCOUNT BID: Bid will be a percentage discount off latest published government price list, with all individual item prices reflecting the same discount offered for that section's items in the catalog. The catalog page number should be given for each item. Any price listed on price sheets that varies from the discount percentage listed will be adjusted to match the percentage bid.

NOTE: List any deviations from requirements listed in this bid, if any.

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OFFICIAL BID PRICE SHEET

**GROUP A: PASSENGER: TUBELESS, RADIAL, STEEL BELTED, CONVENTIONAL
AND/OR ALL-SEASON TREAD, LOAD RANGE B.**

VENDOR I: TIRE CENTERS LLC

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	AASIS MATERIAL #
				UNIROYAL	
1.	\$41.70	P185/70 R14	51056	Tiger Paw AS-6000	10011273
2.	\$38.19	P185/75 R14	75243	Tiger Paw AS-6000	10011274
3.	\$43.67	P195/70 R14	83622	Tiger Paw AS-6000	10011275
4.	\$39.83	195/75 R14	94335	Tiger Paw AS-6000	10011276
5.	\$41.55	P205/75 R14	89572	Tiger Paw AS-6000	10011277
6.	\$45.32	P215/75 R15	85069	Tiger Paw AS-6000	10011282
7.	\$57.42	P215/60 R15	95254	Tiger Paw Touring	10114157
8.	\$43.92	P205/75 R15	42914	Tiger Paw AS-6000	10011281
9.	\$56.78	P215/60 R16	56814	Tiger Paw AS-6000	10112027
10.	\$48.98	P215/70 R15	73442	Tiger Paw AS-6000	10011283
11.	\$53.07	P225/70R15	51831	Tiger Paw GTS	10011285
12.	\$48.56	P225/75 R15	49646	Tiger Paw AS-6000	10011286
13.	\$54.68	P235/75 R15	87105	Tiger Paw AS-6000	10011287
14.	\$59.07	P225/60 R16	49420	Tiger Paw AS-6000	10122552
15.	\$54.70	P235/70 R15	87037	Tiger Paw GTS	10122551

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**GROUP A CONTINUED: PASSENGER: TUBELESS, RADIAL, MUD AND SNOW TREAD,
LOAD RANGE B (ALL-SEASON TREAD NOT ACCEPTABLE).**

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	AASIS MATERIAL #
16.	\$50.71	P225/75 R15	84390	BF Goodrich Winter Slalom	10011291
17.	\$70.56	P235/75 R15	44300	Uniroyal Laredo AWT	10011292
Balance:	\$10.00				10108569
Valve Stems:	\$3.00				10108569

Tires not specifically listed in Group A must be purchased at 35% discount for Uniroyal
45% discount for Michelin
from Michelin – BFGoodrich – Uniroyal net state price list dated February 1, 2006
(Manufacturer) BFGoodrich - Uniroyal

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**GROUP A: PASSENGER: TUBELESS, RADIAL, STEEL BELTED, CONVENTIONAL
AND/OR ALL-SEASON TREAD, LOAD RANGE B.**

VENDOR II: GOODYEAR TIRE & RUBBER CO.

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME
1.	\$35.61	P185/70 R14	402-102-477	GOODYEAR Integrity
2.	\$37.32	P185/75 R14	402-853-436	Integrity
3.	\$38.71	P195/70 R14	402-827-047	Integrity
4.	\$38.58	195/75 R14	402-645-436	Integrity
5.	\$38.31	P205/75 R14	402-728-436	Integrity
6.	\$47.89	P215/75 R15	402-391-436	Integrity
7.	\$52.14	P215/60 R15	100-430-200	Eagle GT-HR
8.	\$45.33	P205/75 R15	402-705-436	Integrity
9.	\$59.81	P215/60 R16	100-476-200	Eagle GT-HR
10.	\$39.76	P215/70 R15	402-020-047	Integrity
11.	\$54.41	P225/70R15	402-392-436	Integrity
12.	\$61.09	P225/75 R15	187-018-026	Regatta 2
13.	\$59.50	P235/75 R15	187-019-026	Regatta 2
14.	\$58.96	P225/60 R16	402-013-477	Integrity
15.	\$58.83	P235/70 R15	116-969-011	Eagle GT II

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**GROUP A CONTINUED: PASSENGER: TUBELESS, RADIAL, MUD AND SNOW TREAD,
LOAD RANGE B (ALL-SEASON TREAD NOT ACCEPTABLE).**

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME
16.	\$56.80	P225/75 R15	766-692-405	Ultra Grip
17.	\$59.16	P235/75 R15	766-710-405	Ultra Grip

Balance: \$12.00

Valve Stems: \$3.00

Tires not specifically listed in Group A must be purchased at 46% discount from

Federal Open Market & net state price list dated March 1, 2006 (Manufacturer) Goodyear.

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**GROUP B: LIGHT TRUCK RADIAL, ALL SEASON TRACTION. TIRES MUST BE ALL POSITION
TIRES EXCEPT WHERE NOTED.**

VENDOR I: TIRE CENTERS LLC

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	AASIS MATERIAL #
18.	\$80.27	P225/75R16	89890	UNIROYAL Laredo Cross Ctry	10115532
19.	\$26.58	750/R16D	02501	YOKOHAMA TY025	10011294
20.	\$82.28	LT235/75R15 C	57798	UNIROYAL Laredo AWP	10011301
21.	\$90.36	LT 215/85R 16D	72675	Laredo AWP	10011302
22.	\$89.12	LT 235/85R 16E	82603	Laredo AWP	10011303
23.	\$88.43	LT225/75R 16D	53463	Laredo AWP	10011308
24.	\$99.45	LT225/75R 16D Mud & Snow	70271	Laredo AWT	10011309
25.	\$104.57	LT225/75R 16E	90332	Laredo HD/H	10011310
26.	\$94.93	LT235/85R 16E Mud & Snow	95873	Laredo AWT	10011311
27.	\$89.60	LT245/75R 16E 10	86142	Laredo AWT	10011312
28.	\$99.45	LT245/75R 16E 10 Mud & Snow	70271	Laredo AWT	10011313
Installation for Tires Larger than 16" or Split Rim				\$20.00	10108569
Balance for Larger than 16"				\$20.00	10108569
Balance for 16" and Smaller				\$12.50	10108569
Valve Stems				\$5.00	10108569

Light Truck Radial Tires not specifically listed in Group B must be purchased at 35%

discount from Michelin net state price list dated February 1, 2006 (Manufacturer) Uniroyal

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**GROUP B: LIGHT TRUCK RADIAL, ALL SEASON TRACTION. TIRES MUST BE ALL POSITION
TIRES EXCEPT WHERE NOTED.**

VENDOR II: BRIDGESTONE FIRESTONE NORTH AMERICA TIRE LLC

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME
18.	\$77.34	P225/75R16	040860	Firestone Destination LE
19.	\$137.72	750/R16D	267740	Bridgestone VSX Combination
20.	\$78.94	LT235/75R15 C	189837	Firestone Transforce HT
21.	\$81.08	LT 215/85R 16D	189684	Firestone Transforce HT
22.	\$90.34	LT 235/85R 16E	189718	Firestone Transforce HT
23.	\$84.37	LT225/75R16D	189735	Firestone Transforce HT
24.	\$97.85	LT225/75R16D Mud & Snow	156434	Firestone Destination M/T
25.	\$88.81	LT225/75R 16 E	189752	Firestone Transforce HT
26.	\$109.71	LT235/85R16E Mud & Snow	155586	Firestone Destination M/T
27.	\$90.34	LT245/75R16 E 10	189769	Firestone Transforce HT
28.	\$118.64	LT245/75R16 E 10 Mud & Snow	155543	Firestone Destination M/T

Installation for Tires Larger than 16" or Split Rim \$20.00

Balance for Larger than 16" \$20.00

Balance for 16" and Smaller \$10.00

Valve Stems \$3.00

Light Truck Radial Tires not specifically listed in Group B must be purchased at *% discount
from Government Catalog net state price list dated January 1, 2006

(Manufacturer) Bridgestone Firestone

* Bridgestone 10%

* Firestone 18% (except)

* Destination LE & AT 8%

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GROUP C: MEDIUM COMMERCIAL, BIAS. TRUCK AND BUS – INCLUDING CONVENTIONAL TREAD, LOW PLATFORM TRAILER RIB TREAD, MUD AND SNOW TREAD, TUBE AND TUBELESS TYPES. NO AWARD GROUP C

GROUP D: MEDIUM COMMERCIAL, RADIAL: TRUCK AND BUS – INCLUDING CONVENTIONAL TREAD, LOW PLATFORM TRAILER RIB TREAD, MUD AND SNOW TREAD, TUBE AND TUBELESS TYPES.

VENDOR I: TIRE CENTERS LLC

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	AASIS MATERIAL #
				GENERAL	
34.	\$182.72	900/R20F	05391020000	S360	10011295
35.	\$183.95	900/R20F Mud & Snow	05391030000	D445	10011296
36.	\$208.26	10.00 R-20 G14	05391040000	S360	10011297
37.	\$205.41	10.00 R-20 14 ply Mud & Snow	05391050000	D445	10011298
38.	\$209.43	11.R22.5 G	05680230000	S370	10011304
39.	\$233.92	11.R22.5 G Mud & Snow	05680050000	D450	10011305
40.	\$222.74	11.R24.5 G	05680460000	S370	10011307

8.25 & Larger: Installation Charge & Mounting Charge (if any) \$20.00

Smaller N/A

8.25 & Larger: Balance \$20.00

Smaller N/A

Valve Stems 5.00

Tires not specifically listed in Group D must be purchased at * % discount from

General net state price list dated September 1, 2005 (Manufacturer) General - Continental

* General Mud/Snow Tube Type 53%

* General Highway Tube Type 48%

* All Other 40.5%

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**GROUP D: MEDIUM COMMERCIAL, RADIAL: TRUCK AND BUS – INCLUDING
CONVENTIONAL TREAD, LOW PLATFORM TRAILER RIB TREAD, MUD AND SNOW
TREAD, TUBE AND TUBELESS TYPES.**

VENDOR II: GOODYEAR TIRE & RUBBER CO.

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME
34.	\$220.32	900/R20F or	138-946-204 138-946-125	G149 RSA
35.	\$210.00	900/R20F Mud & Snow	138-366-759	G124
36.	\$245.72	10.00 R-20 G14	138-376-187	G149 RSA
37.	\$249.12	10.00 R-20 14 ply Mud & Snow	138-376-454	G164 RTD
38.	\$245.43	11.R22.5 G	138-802-125	G149 RSA
39.	\$260.55	11.R22.5 G Mud & Snow	138-802-453	G164 RTD
40.	\$265.20	11.R24.5 G	138-810-125	G149 RSA

8.25 & Larger: Installation Charge & Mounting Charge (if any) \$25.00

Smaller \$25.00

8.25 & Larger: Balance \$20.00

Smaller \$20.00

Valve Stems \$8.00

Tires not specifically listed in Group D must be purchased at 44% discount from

Federal Open Market & net state price list dated March 1, 2006 (Manufacturer) Goodyear.

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GROUP E: OFF THE ROAD, BIAS

GRADER, DROP-CENTER RIM, TUBE AND TUBELESS NYLON AND/OR POLYESTER.

VENDOR I: TIRE CENTERS LLC

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	AASIS MATERIAL #
41.	\$295.39	14.00-24 12 ply (tubeless)	145251	YKS	10011328
42.	\$292.22	17.5-25 12 ply (tubeless)	145254	YKS	10011327

OFF THE ROAD, RADIAL

GRADER, DROP-CENTER RIM, TUBE AND TUBELESS NYLON AND/OR POLYESTER.

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	AASIS MATERIAL #
43.	\$822.10	14.00R24 12 ply	15924	MICHELIN XGLA2	10011329

8.25 & Larger: Installation Charge & Mounting Charge (if any) \$50.00

Smaller \$25.00

8.25 & Larger: Balance N/A

Smaller N/A

Valve Stems N/A

Off-The-Road Bias Tires not specifically listed in Group E must be purchased at 19.5% discount from YKS net state price list dated January 1, 2006 (Manufacturer) YKS.

Off-The-Road Radial Tires not specifically listed in Group E must be purchased at 28% discount from Michelin net state price list dated February 1, 2006 (Manufacturer) Michelin.

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GROUP E: OFF THE ROAD, BIAS

VENDOR II: GOODYEAR TIRE & RUBBER CO.

GRADER, DROP-CENTER RIM, TUBE AND TUBELESS NYLON AND/OR POLYESTER.

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME
41.	\$325.00	14.00-24 12 ply (tubeless)	123-442-464	Goodyear SGG-2A
42.	\$585.90	17.5-25 12 ply (tubeless)	123-897-463	Goodyear SGL DL-2A

OFF THE ROAD, RADIAL

GRADER, DROP-CENTER RIM, TUBE AND TUBELESS NYLON AND/OR POLYESTER.

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME
43.	\$816.00	14.00R24 12 ply	152-712-409	Goodyear SG 2B

14.00-24 or 17.5-25: Installation Charge & Mounting Charge (if any) \$25.00

Smaller \$25.00

8.25 & Larger: Balance N/A

Smaller N/A

Valve Stems N/A

Off-The-Road Bias Tires not specifically listed in Group E must be purchased at 10% discount from Federal Open Market & net state price list dated March 1, 2006 (Manufacturer) Goodyear.

Off-The-Road Radial Tires not specifically listed in Group E must be purchased at 15% discount from Federal Open Market & net state price list dated March 1, 2006 (Manufacturer) Goodyear.

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GROUP F: TRACTOR, FRONT AND REAR -INCLUDING IMPLEMENT.

FRONT, TUBE TYPE, NYLON OR POLYESTER, RIB-TREAD.

VENDOR I: BRIDGESTONE FIRESTONE NORTH AMERICA TIRE LLC

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	AASIS MATERIAL #
44.	\$56.76	7.50-16 6 ply Tri-Rib	368410	Firestone 3R TTF2	10011330
45.	\$46.70	9.5L-15 8ply	339237	Firestone Farm TTI1	10114545
46.	\$245.65	14.9-28 6 ply	351830	Firestone Tractor TLR1	10011341
47.	\$44.31	11L-15 8 ply	339431	Firestone Farm TTI1	10025941

REAR, TUBE TYPE, NYLON OR POLYESTER, LUG-TREAD.

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	AASIS MATERIAL #
48.	\$331.67	16.9-24 6 ply R1	351709	Firestone Tractor TLR3	10011339
49.	\$185.84	13.5-28 (12-28) (or 13.6-28) 6 ply R1	345296	Firestone Tractor TTR1	10011340
50.	\$245.65	14.9-28 (13-28) 6 ply R1	351830	Firestone Tractor TLR1	10011341
51.	\$292.40	16.9-30 (14-30) 6 ply R1	338044	Firestone Tractor TTR1	10011342
52.	\$359.45	18.4-30 6 ply R1	352047	Firestone Tractor TTR1	10011343
53.	\$377.92	18.4-161 6 ply R1	359564	Firestone Tractor TLR1	10011344

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GROUP F CONTINUED: TRACTOR, FRONT AND REAR – INCLUDING IMPLEMENT.

Installation Charge (if any) \$40.00

Front Farm \$15.00

CS-Inch Rear Farm \$3.00

Tires sizes not specifically listed in Group F must be purchased at 35 % discount from

Government Catalog net government price list dated January 1, 2006

(Manufacturer) Bridgestone Firestone

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**GROUP G: POLICE PURSUIT, RADIAL – HIGH SPEED, TUBELESS CONVENTIONAL
AND/OR ALL-SEASON TREAD, H, V, AND W RATED AS SPECIFIED STANDARD LOAD.**

VENDOR I: GOODYEAR TIRE & RUBBER CO.

ITEM	UNIT PRICE	SIZE	PRODUCT CODE	TIRE BRAND NAME	AASIS MATERIAL #
54.	\$64.84	P225/60 R16V	732-354-500	GOODYEAR Eagle RS-A	10011345
55.	\$61.97	P225/70R15 V	732-478-500	Eagle RS-A	10011347
56.	\$63.87	P235/70R15 V	732-807-500	Eagle RS-A	10011348
57.	\$88.34	P235/55R17 98W	732-002-500	Eagle RS-A	10125250

Balance \$12.00

Valve Stems \$3.00

Tires sizes not specifically listed in Group G must be purchased at 53 % discount from

Federal Open Market & net government price list dated March 1, 2006

(Manufacturer) Goodyear.

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COUNTY ZONE LIST

Zone 1

Benton, Carroll, Boone, Marion, Baxter, Washington, Madison, Newton, Searcy, Crawford,
Franklin, Johnson, Pope, Van Buren, Sebastian, Scott, Yell

Zone 2

Fulton, Sharp, Randolph, Clay, Izard, Lawrence, Greene, Stone, Cleburne, Independence,
Jackson, Craighead, Mississippi, Poinsett, Woodruff, Cross, Crittenden, St. Francis

Zone 3

Conway, Faulkner, White, Perry, Garland, Saline, Pulaski, Lonoke, Prairie, Hot Spring, Grant

Zone 4

Polk, Montgomery, Sevier, Howard, Pike, Clark, Dallas, Little River, Hempstead, Nevada,
Ouachita, Calhoun, Miller, Lafayette, Columbia, Union

Zone 5

Monroe, Lee, Jefferson, Arkansas, Phillips, Cleveland, Lincoln, Desha, Bradley, Drew, Ashley,
Chicot

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TERM AWARD TERMS AND CONDITIONS

1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.
4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.

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10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.

13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.